title from vesting, or as divesting it, no title exists in the donee. *Matter of Estate of Stone*, 132 Ia. 136, 109 N. W. 455. See *Mallott* v. *Wilson*, [1903] 2 Ch. 494, 501. A later acceptance, therefore, should not be allowed to revive the gift. This result should likewise follow a disclaimer by a *cestui* of a gift in trust. *White* v. *White*, 107 Ala. 417, 18 So. 3. See *Libby* v. *Frost*, 98 Me. 288, 292, 56 Atl. 906, 907. Again, where a legal life estate is disclaimed, the next estates are accelerated. *Adams* v. *Gillespie*, 2 Jones Eq. (N. C.) 244; *Fox* v. *Rumery*, 68 Me. 121. Equitable interests are likewise accelerated unless contrary to the intention of the donor. *Randall* v. *Randall*, 85 Md. 430, 37 Atl. 209; *Hall* v. *Smith*, 61 N. H. 144. In the principal case, if the son's interest has vested, that of the plaintiff would seem the more clearly to be extinguished. The court's interpretation, that the plaintiff merely assigned her right to her son, seems strained, for the plaintiff's intention in disclaiming was apparently to reject the gift altogether. An interpretation to fit the intention of the party at the time of the act would perhaps have been justifiable. *Cf. Nicloson* v. *Wordsworth*, 2 Swanst. 365.

TRUSTS — CREATION AND VALIDITY — ORAL TRUST IN LAND ARISING FROM FAMILY SETTLEMENT. — In pursuance of a family settlement six children, of whom the plaintiff was one, conveyed land to the defendant, their mother, upon an oral agreement that she would hold it in trust for them. The defendant later repudiated the agreement. *Held*, that a trust will be impressed on one-sixth of the property in favor of the plaintiff. *Apgar* v. *Connell*, 48 N. Y. L. J. 2557 (N. Y., Sup. Ct.).

The grantee of land who orally promises to hold it in trust cannot be compelled to carry out the express trust because of the Statute of Frauds, but if he refuses to perform he should be forced, as a constructive trustee, to reconvey; otherwise he is unjustly enriched. See 20 HARV. L. REV. 549, 551. This is the law in England, and in the United States as to trusts for others than the grantor. *Davies* v. *Otty*, 35 Beav. 208; *McKinney* v. *Burns*, 31 Ga. 295. In the United States most courts have refused to compel a reconveyance where the oral agreement is to hold in trust for the grantor, arguing that it is a virtual enforcement of the express trust. *Henderson* v. *Murray*, 108 Minn. 76, 121 N. W. 214. See *Lovett* v. *Taylor*, 54 N. J. Eq. 311, 317, 34 Atl. 896, 898. But see *Peacock* v. *Nelson*, 50 Mo. 256, 261. An exception is made, however, where the failure to perform is also a breach of a fiduciary relation between the grantor and the grantee. *Wood* v. *Rabe*, 96 N. Y. 414. In the principal case this exception has been extended to relations not strictly fiduciary. *Goldsmith* v. *Goldsmith*, 145 N. Y. 313, 39 N. E. 1067; *Gallagher* v. *Gallagher*, 135 N. Y. App. Div. 457, 120 N. Y. Supp. 18. Such an extension to a case which differs from the ordinary one only in the fact that the unjust enrichment is more obvious, makes clear the true ground for the exception. Its arbitrary extension may thus lead at length to a change in the rule.

WATERS AND WATERCOURSES — CONVEYANCES AND CONTRACTS — ASSIGNMENT OF RIPARIAN RIGHTS. — The plaintiffs, owners of river land, sold their entire frontage to the defendant power company, but reserved certain water power to be used upon interior lands. The river becoming low, the plaintiffs filed a bill in equity to enjoin the use by the defendants of any water necessary to supply the power so reserved. *Held*, that the injunction will be denied. *York Haven Water & Power Co.* v. *York Haven Paper Co.*, 201 Fed. 270.

A right to use the waters of a river may be given by deed by a riparian owner to an owner of non-riparian land. See *Ormerod* v. *Todmorden Joint Stock Mill Co.*, 11 Q. B. D. 155, 161. Conversely it would seem capable of reservation. That the non-riparian cannot get the full right of a riparian, however, is well settled in England, where the inland proprietor may not recover from a riparian

who pollutes the stream. *Stockport Waterworks Company* v. *Potter*, 3 H. & C. 300. Nor may he sensibly affect the flow to other proprietors. *Ormerod* v. *Todmorden Joint Stock Mill Co., supra.* Some American cases take the opposite view. *Doremus* v. *Mayor, etc. of Paterson*, 63 N. J. Eq. 605, 52 Atl. 1107; *St. Anthony Falls Water-Power Co.* v. *City of Minneapolis*, 41 Minn. 270. It would seem that these natural rights of riparian ownership should be kept strictly appurtenant to riparian land. Nor should a new easement be established by conferring upon the inland proprietor any property right even though less comprehensive than that of riparian ownership, for public policy should oppose any such extension of outstanding rights of property which interfere materially with the enjoyment of land in the hands of subsequent purchasers. But see *Butler Hard Rubber Co.* v. *Mayor, etc. of Newark*, 61 N. J. L. 32. Such a separation of property rights would likely prove both inconvenient and economically detrimental. The best view would seem to be that the grant or reservation amounts to a mere covenant between the parties. The court in the principal case adopted this view and refused specific performance of the covenant since continuous supervision would be required.

BOOK REVIEWS.

A TREATISE ON THE LAWS GOVERNING THE EXCLUSION AND EXPULSION OF ALIENS IN THE UNITED STATES. By Clement L. Bouvé. Washington, D. C.: Byrne and Company. 1912. pp. xxvi, 915.

All independent states have the inherent sovereign power to regulate or even prohibit the entrance of aliens. Most, if not all, have at various times exercised it, but none has been called upon to do so to such an extent as the United States; nor has anyone, with the possible exception of Canada, devised so intricate a system for sifting of aliens seeking to enter. For this there is good reason, for about twenty million aliens have come here since 1880, and in the last ten years they have been coming at the rate of approximately eight hundred thousand per annum. The present list of excluded classes is the growth of many years. The federal law of 1875 excluded only criminals and prostitutes, whereas to-day the following classes, amongst others, are excluded:

Idiots, imbeciles, feeble-minded persons, and epileptics.
Insane persons and those who have been insane within five years.
Persons who at any time have had two or more attacks of insanity.
Paupers and persons likely to become a public charge.
Persons afflicted with tuberculosis or with a loathsome or dangerous contagious disease (including trachoma).
Persons suffering from any mental or physical defect which may affect their ability to earn a living.
Criminals, polygamists, and anarchists.
Prostitutes, procurers, and "persons who are supported by or receive in whole or in part the proceeds of prostitution."
Persons coming to perform manual labor under contract made abroad.
Persons whose ticket or passage has been paid for by any association, municipality, or foreign government.
Children under sixteen unaccompanied by either parent, except in the discretion of the Department.

Even a cursory glance at this list shows that grave administrative difficulties must often be encountered in determining who come within the designated classes, this being particularly true as to who are paupers, persons likely to become a public charge, and persons suffering from physical defects which *may*